

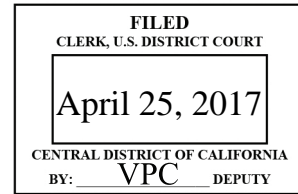
Michael K. Friedland (SBN 157,217)
michael.friedland@knobbe.com
Benjamin A. Katzenellenbogen (SBN 208,527)
ben.katzenellenbogen@knobbe.com
KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 Main Street
Fourteenth Floor
Irvine, CA 92614
Phone: (949) 760-0404
Facsimile: (949) 760-9502

Attorneys for Plaintiffs MAKITA U.S.A., INC.
and MAKITA CORPORATION

Jason T. Yu
jyu@swlaw.com
SNELL & WILMER L.L.P.
350 South Grand Avenue Suite 3100
Two California Plaza
Los Angeles, California 90071
Telephone: 213.929.2500
Facsimile: 213.929.2525

Attorneys for Defendant
KASTAR (U.S.A.) INC.

JS-6



IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MAKITA CORPORATION and

MAKITA U.S.A., INC.,

Plaintiffs,

v.

KASTAR (U.S.A.) INC.,

Defendant.

Civil Action No.
2:17-cv-01537-SJO-AJW

**CONSENT JUDGMENT
AND
PERMANENT INJUNCTION**

Honorable S. James Otero

1 Plaintiff Makita U.S.A., Inc. and Makita Corporation (“Makita”) and
2 Defendant Kastar (USA) Inc. (“Defendant”) consent and agree to the terms and
3 conditions of this Consent Judgment and Permanent Injunction.
4

5 **THE PARTIES DO NOT DISPUTE THE FOLLOWING:**

6 1. The Court has personal jurisdiction over each of the parties to this
7 action. The Court also has subject matter jurisdiction over this action pursuant
8 to 35 U.S.C. §§ 271 and 281, 15 U.S.C. §§ 1116(a), 1121, and 28 U.S.C.
9 §§ 1331 and 1338. Venue is proper in this Judicial District pursuant to 28
10 U.S.C. §§ 1391(b), 1391(d), and 1400(b).

11 2. Plaintiff Makita U.S.A., Inc., is a corporation organized and
12 existing under the laws of the State of California and having its principal place
13 of business at 14930 Northam Drive, La Mirada, California 90638.

14 3. Plaintiff Makita Corporation is a corporation organized and
15 existing under the laws of Japan, having its principal place of business at 3-11-
16 8, Sumiyoshi-cho, Anjo, Aichi 446-8502, Japan.

17 4. Defendant Kastar (U.S.A.) Inc. is a company organized and
18 existing under the laws of the State of California, having a place of business at
19 12981 Ramona Blvd., Units H&I, Baldwin Park, California 91706.

20 5. Plaintiff Makita Corporation is the owner by assignment of all
21 right, title, and interest in United States Design Patent No. D516,504, titled
22 “Battery Pack.”

23 6. Plaintiff Makita Corporation is the owner by assignment of all
24 right, title, and interest in United States Patent No. 6,350,149, titled, “Structure
25 of Electrical Terminals for Establishing Electrical Contact Between a Battery
26 Pack and an Electrical Device.”

27 7. Defendant has sold, offered for sale, and/or imported into the
28

1 United States batteries that infringe Makita's intellectual property rights,
2 including United States Design Patent No. D516,504, United States Patent
3 No. 6,350,149, the BL1830 trademark, and the BL series of trademarks.

4 8. Defendant has represented that its total revenue from all sales of
5 infringing products was approximately \$19,500.00.

6
7 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED,**
8 **AS FOLLOWS:**

9 A. Judgment is entered in favor of Makita and against Defendant that
10 Defendant infringed United States Design Patent No. D516,504 in violation of
11 35 U.S.C. § 271.

12 B. Judgment is entered in favor of Makita and against Defendant that
13 Defendant infringed United States Patent No. 6,350,149 in violation of 35
14 U.S.C. § 271.

15 C. Judgment is entered in favor of Makita and against Defendant that
16 Defendant committed acts of false designation of origin, false advertising, and
17 unfair competition with regard to Defendant's use of Makita's BL1830
18 trademark and BL series of trademarks in violation of 15 U.S.C. 1125(a).

19 D. Within ten days, Defendant shall pay to Makita the amount of
20 \$15,000.00 pursuant to 35 U.S.C. §§ 284 and 289 and 15 U.S.C. § 1117.

21 E. Within ten days, Defendant shall provide to Makita either
22 (i) evidence that all infringing batteries in Defendant's possession as of the
23 filing date of the Complaint have been tendered to a recycling facility for
24 destruction, or (ii) written certification that Defendant did not have possession
25 or control of any infringing batteries as of the filing date of the Complaint.

1 F. Defendant's "BL1830" battery infringed United States Design
2 Patent No. D516,504 because an ordinary observer would consider it
3 substantially the same as the battery depicted in the figures of United States
4 Design Patent No. D516,504, which are set forth below:

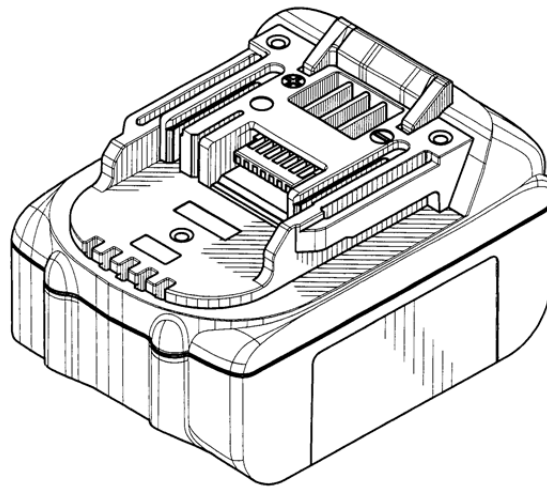


FIG. 1

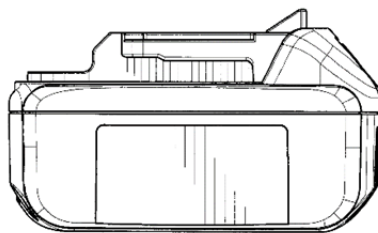


FIG. 2

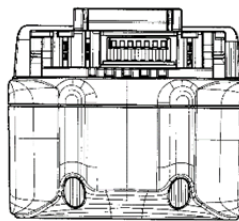


FIG. 4

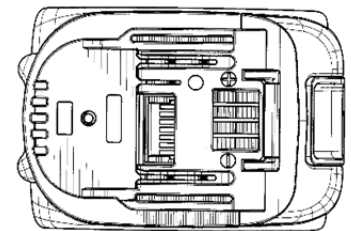


FIG. 6

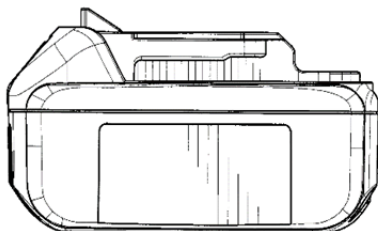


FIG. 3

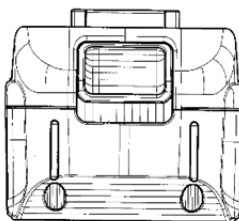


FIG. 5

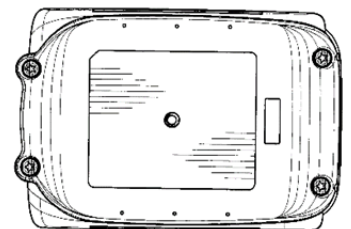


FIG. 7

1 G. Defendant's "BL1830" battery infringed at least Claim 1 of United
2 States Patent No. 6,350,149 because it comprised:

3 A structure of electrical terminals for establishing electrical contact
4 between a battery pack and an electrical device by attachment of
5 the battery pack to the electrical device, the structure comprising,

6 a plurality of female terminals provided in the battery
7 pack, and

8 a plurality of male terminals provided in the electrical
9 device and adapted to be coupled to the female terminals,

10 wherein each of the female terminals includes at least two
11 pairs of elastic plates, each pair of elastic plates being
12 capable of holding one of the male terminals therebetween
13 when the battery pack is attached to the electrical device, the
14 elastic plate pairs of each female terminal being disposed
15 along the path of movement of the male terminal when the
16 battery pack is attached to the electrical device such that the
17 number of elastic plate pairs of each female terminal that
18 hold each male terminal therebetween is determined by the
19 length of the male terminal along said path of movement.
20
21
22
23
24
25
26
27
28

1 H. Defendant, and its officers, agents, servants, employees, attorneys,
2 and other persons in active concert or participation with them, who receive
3 actual notice of this injunction by personal service or otherwise, are
4 permanently restrained and enjoined from manufacturing, importing, marketing,
5 displaying, distributing, offering to sell, and/or selling Defendant's "BL1830"
6 battery, or any batteries that are not colorably different from Defendant's
7 "BL1830" battery, which is depicted below:



1 I. Defendant, and its officers, agents, servants, employees, attorneys,
2 and other persons in active concert or participation with them, who receive
3 actual notice of this injunction by personal service or otherwise, are
4 permanently restrained and enjoined from manufacturing, importing, marketing,
5 displaying, distributing, offering to sell, and/or selling any battery using
6 Makita's BL1830 trademark, Makita's BL series of trademarks, and any other
7 trademarks that are confusingly similar to the Makita BL1830 or BL series of
8 trademarks;

9 J. This Court shall retain jurisdiction over this matter for all purposes,
10 including for the purpose of enforcing the terms and provisions of this Consent
11 Judgment and Permanent Injunction.

12 K. The parties agree to submit to the personal jurisdiction of this Court
13 and to venue in this Court in connection with this matter for all purposes,
14 including for the purpose of enforcing the terms and provisions of this Consent
15 Judgment and Permanent Injunction.

16
17 **IT IS SO ORDERED.**



18
19 Dated: April 26, 2017

20 Hon. S. James Otero
21 United States District Judge
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

By: Michael K. Friedland
Benjamin A. Katzenellenbogen
 Attorneys for Plaintiffs MAKITA U.S.A., INC.
 and MAKITA CORPORATION

Dated: _____ By: Jason T. Yu
Attorneys for Defendant Kastar (U.S.A.) Inc.

Attorneys for Defendant Kastar (U.S.A.) Inc.